

(A157, 5)

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

In Re Terrorist Attacks on September 11, 2001	X	03 MDL 1570 (RCC) ECF Case
NEW YORK MARINE AND GENERAL INSURANCE CO.,	:	
	:	
Plaintiff,	:	
v.	:	
AL QAIDA, et al.,	:	Case No. 04-CV-6105 (RCC) ECF Case
	:	
Defendants.	:	
	X	

**CONSENT MOTION AND STIPULATION AS TO SERVICE OF PROCESS
AND EXTENSION OF TIME**

WHEREAS, Plaintiff New York Marine and General Insurance Co. ("Plaintiff") and defendant Islamic Investment Company of the Gulf (Sharjah) ("IICGS") desire to avoid motion practice regarding service of process, the parties having conferred hereby move the Court to adopt this Stipulation as to Service of Process and Extension of Time to Respond.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between counsel to the respective parties, that the time for IICGS to answer or otherwise respond to the Complaint shall be adjourned to 45 days after the Court's ruling on IICGS' Motion to Dismiss the Complaint in Federal Insurance Company, et al. v. Al Qaida, et al. (Case No. 1:03-CV-06978) (the "Federal Insurance Complaint").

IT IS FURTHER HEREBY STIPULATED AND AGREED that Plaintiff's response to IICGS' responsive pleading in this action, if any, shall be served within forty-five days of receipt

of same from defendant's counsel; and that IICGS shall file reply papers within thirty days of receipt of Plaintiff's opposing papers, if any.

IT IS FURTHER HEREBY STIPULATED AND AGREED that IICGS hereby and permanently waives, before this Court and/or any other United States Court in any United States jurisdiction in which proceedings in this action may take place, any and all objections to the form, method, and effectiveness of service, and specifically agrees that service of process upon IICGS by its undersigned counsel and this stipulation will constitute sufficient service of process under the Hague Convention and waives all arguments to the contrary.

IT IS FURTHER HEREBY STIPULATED AND AGREED that IICGS hereby and permanently waives, in any proceeding taking place outside of the United States related to this action, any and all arguments or claims that the form, method, and effectiveness of service in this action by plaintiffs was defective or improper in any way.

IT IS FURTHER HEREBY STIPULATED AND AGREED that this Stipulation is entered into without prejudice to the ability of IICGS to move the Court for an additional extension of time upon or prior to the date that the parties agree for IICGS to answer or otherwise respond to the Complaint and/or to any objections that Plaintiff may make to such a motion.

IT IS FURTHER HEREBY STIPULATED AND AGREED that the named defendant "Abdulkarim Khaled Uusuf Abdulla" will not be named as a defendant in Plaintiff's forthcoming, or any future, amended Complaint(s) in the above-captioned matter.


IT IS FURTHER HEREBY STIPULATED AND AGREED that the parties hereto
reserve all rights and defenses not specifically addressed hereby.

Dated: New York, New York
December 17, 2004

Respectfully submitted,

BROWN, GAYANAS & FROMM, L.L.P.


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Attorneys for Defendants

Islamic Development Company of the Gulf (Sharjah)

SO ORDERED:


U.S.D.J.

Feb 18,
2005